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A G R E E M E N T

Between

TOWNSHIP OF BERNARDS  
SOMERSET COUNTY, NEW JERSEY

And

POLICEMEN'S BENEVOLENT ASSOCIATION  
PBA LOCAL 357  
(SUPERVISORS)

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JANUARY 1, 1996 through DECEMBER 31, 1998

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ARTICLE 1  
AGREEMENT AND RECOGNITION

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between the TOWNSHIP OF BERNARDS (hereafter the "Township"), and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 357 (SUPERVISORS) (hereafter the "Association").

WHEREAS, the parties represent as follows:

A. Township is the Township of Bernards in Somerset County, New Jersey.

B. Association is a unit composed of all Bernards Township Sergeants or above (excluding the Chief of Police) designated as the exclusive representative for purposes of collective negotiations with the Township.

C. The Township and Association have conducted negotiations regarding employment by Township police supervisors.

D. The Township and Association believe that a written employment agreement embodying the terms and conditions of police employment will establish and maintain a harmonious employment relationship and result in efficient services for the benefits of the general public and Superior Officers.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2  
CHECK-OFF AND INDEMNIFICATION

A. An employee may authorize in writing to the Township Clerk his desire to have deductions made from his compensation for the purpose of paying uniform Association dues.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Township, during the month following the filing of such card with the Township.

C. The Township shall remit all such check-off dues to the Association Treasurer on the 1st day of January, April, July, and October of each year.

D. The Association agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment, or pressure by it or its officers, agents, or members against any Superior Officer who refuses or fails to execute an authorization card.

E. The Association shall indemnify and save the Township harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

F. Any such written authorization may be withdrawn at any time by the filing or notice of such withdrawal with the Township Clerk. The filing of a notice of withdrawal shall be effective to

halt deductions as of the January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15.9e, as amended.

ARTICLE 3

**BULLETIN BOARD**

The Association shall have the use of a bulletin board in Police Headquarters for the posting of notices relating to meetings and official business of the Association only.

ARTICLE 4  
**MANAGEMENT RESPONSIBILITY**

A. It is recognized that the management of the Police Department, the control of its properties, and the maintenance of order and efficiency are solely the responsibilities of the Township. Accordingly, the Township retains the following rights, except as specifically provided in this Agreement including, but not limited to, selection and direction of the force; to hire, suspend or discharge for cause as provided herein; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote, transfer, or demote as provided herein; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for lack of funds; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering, and the control of equipment and materials; and to purchase services of others, contract or otherwise.

B. It is understood that full-time employees will consider their position with the Township as their primary job. Any outside employment must not interfere with an employee's efficiency in his position with the Township or constitute any conflict of interest.

C. Employees shall not accept monetary gifts or articles of value in appreciation or for any other reason in the performance of duty.

**ARTICLE 5**  
**PLEXIBILITY OF ASSIGNMENT**

Employees, regardless of regular assignment, may be reassigned by the Police Chief to perform any duty related to their profession as Police Officers.

ARTICLE 6

**SENIORITY**

A. Seniority is defined to mean the accumulated length of continuous service with the Police Department, computed from the last day of hire.

B. Senior employees within any given rank shall be the last to be laid off and the first to be recalled.

C. An employee's length of service shall not be reduced by time lost due to an authorized leave of absence or absence for bona fide illness or injury, certified by a physician, not in excess of one (1) year.

D. Reduction or elimination of seniority status shall be obtained only in accordance with the grievance and disciplinary provisions of this Agreement.

ARTICLE 7  
MILITARY CLAUSE

A. Any regular employee who is called into active service or who volunteers for service in the Armed Forces of the United States, shall be given a leave of absence for, and will accumulate seniority during, such period of service, not to exceed four (4) years. Upon termination of such service, he will be reemployed at the rate of pay prevailing for work to which he is assigned at the time of his reemployment provided, however, that he has not been dishonorably discharged; his job or a comparable job is available; he is physically, mentally, and emotionally able to perform such work; and he makes written application for reinstatement within ninety (90) calendar days after discharge. Such employees shall be granted all rights and privileges secured by the Universal Service Act.

B. Any employee required to be absent from work because of Annual Active Duty Training shall receive the difference between the base rate for military duty and their regular straight-time rate for such Annual Active Duty Training. This time away from work is not to be deducted from the employee's vacation allowance. Proof of required service and of pay received may be requested by the Township.

## ARTICLE 8

### PROBATIONARY EMPLOYEES

A. Newly promoted employees shall remain probationary until after completion of twelve (12) months of service from the date of promotion. Upon completion of said period, such employees shall obtain seniority status from the date of promotion.

B. Employees shall have no seniority rights within rank during said probationary period and their promotion may be terminated at any time in the sole discretion of the Township Committee. Demotions during the probationary period shall not be subject to the grievance or discipline provisions of this Agreement.

ARTICLE 9  
**INTERRUPTION OF EMPLOYMENT**

A. It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

B. The Township recognizes that employees have never contemplated any strikes, slowdowns, or job actions, nor would they contemplate any such action.

C. Employees recognize that the Township is interested in amicably resolving any differences or disputes concerning the terms and conditions of employment.

D. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that:

1. The Association, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with the normal work performance of the Police Department or of any Township department.

2. The Township and its Township Committee will not engage in a lockout, or arbitrary, capricious or unreasonable actions.

E. The Township shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting, or participating in a strike, slowdown, or other such interference.

ARTICLE 10  
GRIEVANCE PROCEDURE

A. All differences and disputes arising out of this Agreement shall be resolved in accordance with this provision.

B. The aggrieved employee shall, within ten (10) calendar days after the occurrence of the alleged grievance, file written notice of such grievance with an officer of the Association and also with the Police Chief.

C. Upon receipt of said notice, the Police Chief shall forthwith initiate efforts to resolve the difference or dispute and may arbitrate, mediate, and confer with all parties to the grievance.

D. If the grievance is not resolved within seven (7) calendar days after receipt by the Police Chief of said notice, an officer of the Association may forthwith request a conference with the Township Administrator by means of written notice of the grievance and the efforts undertaken to resolve it.

E. Upon receipt of said request, the Township Administrator shall forthwith initiate efforts to resolve the difference or dispute and may arbitrate, mediate, and confer with all parties to the grievance.

F. If the grievance is not resolved within seven (7) calendar days after receipt by the Township Administrator of said notice, an officer of the Association may forthwith request a conference with the Township Committee by means of written notice

to the Township Clerk of the grievance and the efforts undertaken to resolve it, said conference to be held within fourteen (14) calendar days after receipt of said request.

G. If the grievance is not resolved within seven (7) calendar days after said conference, the Township Committee or the Association may, within fourteen (14) days after said conference, invoke arbitration by, (1) notifying the other party in writing of its intention to arbitrate and of the notice of the grievance, and (2) requesting from the New Jersey Public Employment Relations Commission a list of arbitrators from which the parties shall select an arbitrator.

H. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

I. The decision of the arbitrator may be reviewed by a court of appropriate jurisdiction in the manner prescribed by law.

J. Any fees or administrative charges for the arbitrator shall be borne by the parties equally. Witness fees and other expenses shall be borne by the parties respectively.

K. Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance.

L. An appeal from a disciplinary determination shall not be a part of this provision.

## ARTICLE 11

### DISCIPLINE PROCEDURE

A. The Township may discipline employees only for misconduct or disobedience of rules and regulations and in accordance with this provision and applicable law.

B. Disciplinary action against employees (hereafter the "Respondent") includes removal, fine, reduction in rank or position, and shall be initiated by written complaint.

C. The complainant shall file said complaint with the Township Administrator and simultaneously serve copies upon the Police Chief and Respondent.

D. Said complaint shall specify the disciplinary charge or charges and shall notify the Respondent of the date, time, and place of the hearing, which shall be not less than ten (10) nor more than thirty (30) calendar days from the date of service thereof upon the Respondent, pursuant to N.J.S.A. 40A:14-147, unless one party requests an adjournment, which shall not exceed forty-five (45) calendar days. A failure to comply with said provisions as to the service of the complaint shall require a dismissal of the complaint.

E. The hearing shall be before the Chief of Police unless he is the complainant or took part in the investigation leading to the complaint. He shall function as the trier of fact and he shall sustain or dismiss the charge or charges, based upon the record established at the hearing. Should the Chief of Police be

disqualified as cited above, the hearing shall be before the Police Captain.

F. The complainant shall have the burden to prove each disciplinary charge by a preponderance of the evidence.

G. The complainant and the Respondent may examine and cross-examine witnesses, retain counsel, offer evidence, and obtain reasonable discovery.

H. The Hearing Officer shall issue a written decision within fifteen (15) days of the review setting forth his findings of fact and conclusions of law.

I. Should the disciplinary charge be sustained by the Township Administrator, the Respondent may obtain a review thereof by the Somerset County Court in the manner prescribed by law.

J. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty. If it is required that the employee report to headquarters on his off-duty hours, he shall be compensated on an overtime basis as set forth in this Agreement.

2. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the employee of the nature of the investigation. If the employee is to be questioned as a witness only, he shall be so informed at the initial contact.

3. The complete interrogation of the employee shall be recorded mechanically. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.

4. The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

5. If an employee is under arrest or is the subject of an investigation, he shall be so advised that he is under investigation, and shall be given his rights pursuant to current decisions of the U.S. Supreme Court.

6. In all cases and at every stage of the proceedings, the Department shall afford an opportunity for the employee, if he so requests, to consult with counsel, consultant, and/or his Association representative(s) before being questioned concerning any violation or complaint of any type, which may result in any action being taken against said employee.

7. No complaint against a law enforcement officer shall be investigated unless the complaint be duly sworn to before an official authorized to administer oaths.

## ARTICLE 12

### REIMBURSEMENT FOR POLICE CONNECTED EXPENSES

A. Employees shall receive and the Township shall pay for all expenditures, not otherwise compensable by the Township, incurred by employees, and job-related functions such as grand jury duty, petit jury duty, and municipal court duty. A function is job-related if it is caused by or results from the performance of police duties and is not otherwise remunerated. For the use of a personal automobile on police-related activities, the Township shall pay an amount per mile, plus parking and tolls. The amount shall be reviewed annually by the Township and discussed with representatives of the Police Superior Officers' Association, and will be consistent with the Township's mileage reimbursement policy annexed hereto as Schedule A.

B. The Township shall pay mileage for a return home each evening by an employee assigned to multi-day training programs, provided the training program is held at a location equal to the distance between Bernards Township and the State Police Academy at Sea Girt, or less. For the initial training period at Sea Girt, reimbursement will be made for one round trip per week, unless a holiday is granted, necessitating two round trips.

C. When employees are involved in training programs outside of the Township, the Township's policy on meal reimbursement will apply, which policy is annexed hereto as Schedule A.

ARTICLE 13  
**COURT ATTENDANCE**

Employees not otherwise performing police duties who are required to attend Court shall be entitled to receive and the Township shall pay remuneration at the rate of time and one-half the applicable regular pay. A minimum of four (4) hours of such rate shall be guaranteed members covered by this Agreement.

## ARTICLE 14

### HEALTH PROGRAMS

A. The Township shall maintain all present hospital and medical insurance programs to which Superior Officers are presently beneficiaries. If opting for an HMO program, Superior Officers will pay the differential in premiums if higher than the standard plan. During times, if any, when the differential is less than the standard plan, Superior Officers will receive a credit bank against any obligation which occurs under the program from January 1, 1988 and thereafter. The maximum for chiropractic services shall be \$1000.

B. If, for some reason, an employee does not wish to be covered by said insurance programs, he shall not be entitled to receive the cash equivalent in lieu of the premium.

C. The Township shall continually investigate a more comprehensive group hospital and medical insurance program and, if such a program is adopted for other Township employees, it shall automatically apply to Township superior officers, provided substantially equivalent benefits and coverages are contained.

D. The Township shall provide for complete physical examinations for several superior officers each year, to be distributed on an age basis; for officers 40 years or older, every second year; and for officers under 40 years, every third year. The components to be included in the medical examination shall be reviewed by representatives of the Association and will be

consistent for each examination conducted at a clinic to be arranged by the Township. Additional testing, examinations, or treatments recommended by this examination will be followed up by the officer under the provisions of the Medical Insurance Programs provided in this contract. Officers will follow recommendations of the doctors with respect to health habits. Effective January 1, 1998, employees must use their medical plans for their yearly physical. If the plans do not cover examinations which are required by the Township, the Township is responsible for the cost.

E. The Township shall provide for each employee on a voucher reimbursement basis expenses incurred for an eye examination, prescription lenses, and frames up to \$200 every twenty-four (24) months.

F. An employee may opt out of the Township health coverage if the employee or employee's spouse has other health coverage. In lieu of receiving this coverage, the employee will receive \$1,000 in December of each year prorated for the number of months the employee is not covered under the Township health plan. If the employee's substitute coverage lapses (i.e., retirement, termination) the Township agrees to cover the employee at its own expense through COBRA, until the employee can rejoin the Township Health Plan, up to the cost of the standard plan, or any funds the employee has in the bank as per Paragraph A above.

G. Effective June 1, 1997, the Township shall provide dental insurance to all bargaining unit employees. The employee may cover his

family with a payroll deduction authorization. Once enrolled in family coverage, the participation must continue through the coverage contract. Those officers who paid dental premium between January 1, 1996 and May 31, 1997 will be reimbursed for single dental coverage.

ARTICLE 15  
**SICK LEAVE AND DISABILITY**

A. An employee who sustains job-related sickness, injury, or disability shall be entitled to remain absent from duty and to receive full regular pay for the period of necessary recuperation or until he become eligible for long term disability under the provisions of the plan provided by the Township annexed hereto as Schedule B. Any payments so made shall be reduced by workers' compensation benefits received by the Superior Officer.

B. A sickness, injury, or disability is job related if it is caused by or results from the performance of police duties.

C. For all employees employed prior to January 1, 1979, or who were given prior service credit, the following base of sick leave days is available plus the number of days subsequently accumulated from January 1, 1979 to December 31, 1986 (15 days annually less any days taken). Time taken is henceforth restored only by subsequent accumulation, except for those listed below:

<u>NAME</u>	<u>BASE (Hours)</u>
Kelly	160
Sakos	160
Armstrong	160
Streeter	280
Anthony	0

D. All employees described in Paragraph C will be permitted to accumulate sick time into each subsequent year by an amount equal to ninety-six (96) hours minus the amount of sick time taken

in a given year. The maximum amount of sick time which a Superior Officer may accumulate is unlimited.

E. The following provisions of sick leave are applicable to employees employed up to December 31, 1986. The renewable base only applies to Sergeants.

(Note: The figures tabulated below are subject to verification.)

<u>NAME</u>	<u>BASE HOURS</u>	<u>TOTAL ACCUMULATED HOURS END OF 1986</u>
Sakos	160	776
Kumpf	0	496
Kelly	160	760
Armstrong	160	1032
Streeter	280	280
Anthony	0	208
Mott	0	48

F. For all employees hired after December 31, 1986, the following will apply:

1. During the first calendar year of employment, Superior Officers shall earn eight (8) hours of sick leave for each month of employment through December 31. Any of this sick leave which is not used by the Superior Officer may be carried into the following year.

2. For all Superior Officers subject to this Agreement in each subsequent year, a Superior Officer has ninety-six (96) hours additional sick leave available as of January 1 of each year. Any sick leave not used may be added to the sick leave available for the following year.

3. The maximum amount of sick leave that can be accumulated is unlimited.

G. If the amount of sick leave credit provided for under Paragraphs C, D, and E has been or is about to be exhausted, a Superior Officer may make application to the Township Committee for an additional allowance. The Committee shall make a determination on the application after reviewing all circumstances, including the employee's attendance record prior to the illness which necessitated the request.

H. Employees who are absent from duty for two (2) or more consecutive tours or who show a pattern of absence because of sickness, injury, or disability shall furnish upon request to the Chief of Police an appropriate physician's statement, including a description of the ailment and its prognosis. The cost therefore shall be borne by the Superior Officer.

I. Upon return to work after an absence of five (5) or more consecutive tours, the employee must furnish the Chief of Police with a physician's statement certifying his fitness to resume his normal work.

J. Failure to return to work after the Chief of Police has reviewed the physician's certificate and is satisfied that the Superior Officer is fit to resume his normal duties constitutes cause for discipline or discharge.

K. The Association agrees to cooperate with the Township in reducing absenteeism to as low a rate as possible. When cases of absenteeism are brought to the attention of the officers of the Association, said officers will interview such employees covered by

this Agreement, determine the cause of the absenteeism, and thereby aid in eliminating unnecessary absenteeism.

L. Quarterly, the Township Administrator shall provide the Association with a table indicating sick leave available to each member of the Association, sick leave used during the year, and sick leave available for the current year.

M. Each employee will have available annually twenty-four (24) hours of personal time. These will be granted at the discretion of the Chief of Police for the conduct of essential personal business such as, but not limited to, the following:

1. Attending to family members during illness or other personal crisis, or requirement for health, welfare, or education of spouse or children.

2. Closing on a home purchase, auto purchase, adoption, or other such legal business difficult to schedule on days off, or for major auto repair or home repair.

3. Attending to religious or civic voluntary charitable matters or duties, such as civic service clubs, fire or rescue squad conferences, or religious order services.

4. Attending funerals, graduation, marriages, or such of close friends or family members not provided for in the Funeral Leave Article or other such leave policy.

5. Personal time will not accumulate from year to year. Any unused personal time shall be converted to the sick leave accumulation at the end of the year. It is not the intent of personal time to either extend vacation or be taken for personal

rest and relaxation purposes. Circumstances requiring personal time must be communicated to and approved by the Chief of Police with these provisions.

N. Incentive Payment on Retirement:

Upon retirement the Township will make a cash payment of fifty (50%) percent of all sick leave earned from January 1, 1986 forward, less the amount taken.

EXAMPLE: Employee has five (5) years to work before retirement in 1993. Employee has the good fortune of having forty (40) hours of duty illness during that time. Employee earns 480 hours of sick leave.

Calculation:

Leave Hours Accumulated . . . . .	480 Hours
Eligible for Payment . . . . .	240 Hours
Sick Leave Taken . . . . .	40 Hours

Payout on Retirement at the Daily Rate at Time of Retirement . . . . . 200 Hours

O. Incentive Bonus: Employees who qualify for incentive leave on retirement, as provided in Paragraph N will be paid upon retirement for any sick days accumulated over sixty-four (64) hours in any year of accumulation for service between 1979 and 1986; plus eight (8) hours for each twenty-four (24) hours of base leave unused at the time of retirement, plus any personal days that have been added to the sick leave accumulation. An employee may qualify for the incentive bonus even though receiving nothing under

incentive payment if the reason for not qualifying was an incident of catastrophic, long-term illness.

EXAMPLE: Above employee has the following record: four hundred (400) hours base and used only sixteen (16) hours of personal leave, and had accumulated the following:

<u>Year</u>	<u>Accumulated Hours</u>	<u>Credit Hours</u>
1979	112	48
1980	120	56
1981	64	0
1982	104	40
1983	88	24
1984	120	56
1985	112	48
1986	80	16

Upon retirement the employee would be eligible for a sick leave bonus of:

16	Personal Leave Hours (5 Yr * 24 Hr) - 16 Hours
133.3	Hours of Base Leave (400 Hr/3) = 133.3 Hours
288	Hours of Accumulation 1979-1986
200	Hours of Incentive Payment
725.3	Hours Paid upon Retirement

P. In the event of the death of an employee, all incentive payments to which the employee was entitled will be paid to the beneficiary named under P.F.R.S. as well as accrued unused vacation or holiday pay and a payment of \$5000.

1. The following table lists those employees eligible for consideration of the incentive bonus should they qualify under Paragraph N of this Article, and shows the number of days qualifying:

Sick Leave upon Retirement - Policemen's Benevolent Association  
Supervisors

<u>Name</u>	<u>Eligible to 12/31/86</u>
Sakos	27.67
Kumpf	11.50
Kelly	52.67
Armstrong	51.67
Mott	3.00

ARTICLE 16  
EDUCATIONAL PROGRAM

A. A Superior Officer obtaining an Associates Degree or having two (2) years' active military service with an honorable discharge shall be entitled to receive \$500 per year; an officer obtaining a Bachelors Degree shall receive \$1,000; an officer with a Masters Degree shall receive \$1500. The Educational Program shall also include compensation in the amount of \$500 per year for employees who have obtained the equivalent of an Associates Degree (sixty-five (65) credits with at least one-half of the amount required towards the major in the four (4) year program. Major is defined as Criminal Justice or Police Science) while enrolled in a four (4) year Bachelors Degree program in Criminal Justice or Police Science. This payment shall be on an annual recurring basis and shall be paid for each applicable degree, non-cumulative. These degrees will be in Police Science or Criminal Justice. Payment shall be in equal installments to employees on regular pay days.

B. The Township shall reimburse each Superior Officer attending such law enforcement courses, to the extent not otherwise paid by alternative governmental authorities, the following:

1. An amount equivalent to the purchase of books, supplies, and the associated usual academic fees and expenses required by the college or university and incurred by the respective Superior Officer for attendance thereat.

2. An additional amount equivalent to the full tuition charge imposed by the college or university, up to a maximum of the charge for two 3-credit courses or \$500 per semester, whichever is greater.

C. Payment shall be made within thirty (30) calendar days after the certificate is filed with the Township Administrator showing grades of C or better.

ARTICLE 17  
**OCCUPATIONAL INSURANCE**

A. The Township shall obtain standard insurance policies insuring against false arrest, malicious prosecution, and liability for acts and omissions within the scope of police employment in sufficient amounts and from reputable insurance companies. Copies of said policies shall be delivered to the Association within thirty (30) calendar days hereafter and within thirty (30) calendar days after any amendments, revisions, or alterations thereto.

B. The Township shall obtain standard insurance policies insuring the lives of all employees for at least \$10,000 from a reputable insurance company. Each Superior Officer shall designate the beneficiary of said policy. Copies of said policy or policies shall be delivered to the Association within thirty (30) calendar days thereafter and within thirty (30) calendar days after any amendment, revision, or alteration thereto. The Township shall provide for a self-funded accidental death or dismemberment benefit covering the lives and limbs of all Superior Officers for at least \$10,000 for losses in the line of duty. The beneficiary for this benefit shall be as P.F.R.S. designated, unless otherwise designated by the Superior Officer, in writing.

## ARTICLE 18

### CLOTHING ALLOWANCE

A. Employees shall receive and the Township shall pay a \$425.00 annual allowance for the maintenance, cleaning, and repair of police clothing, shoes, arms, and furnishings. Said allowance shall be approved at the first Township Committee meeting in April and paid no later than the second payday subsequent to that meeting.

B. Employees shall be entitled to an annual credit of \$450.00 for the purchase of police clothing, shoes, arms, and furnishings. Such purchases by the employee may be made throughout the year. The Township shall make requisite payment to the supplier. Effective January 1, 1998, said allowance shall be approved at the first Township Committee meeting in April and paid no later than the second payday subsequent to that meeting.

C. In special cases of clothing damage sustained in the performance of official duties, the Chief of Police shall authorize payment for said damage which the Township shall pay.

D. The Township shall, in addition to the foregoing, furnish each Superior Officer with a suitable bullet-proof vest or appropriate credit to the officer's clothing allowance should the officer already possess a bullet-proof vest which was charged against his clothing allowance.

ARTICLE 19

**FUNERAL LEAVE**

A. Members and employees will be allowed the following time off in case of the death of: father, mother, grandfather, grandmother, spouse, son, daughter, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, twenty-four (24) hours' leave or from the day of death until the day of burial, inclusive, with pay. For uncle, aunt, nephew, niece, cousin of the first degree, the day of the burial only. Exceptions to this rule may be made when special permission, due to unusual circumstances, is received from the Chief of Police.

B. Special circumstances shall be referred to the Chief of Police, who shall have the authority to grant additional time off with pay.

## ARTICLE 20

### **HOLIDAYS**

#### **A. Sergeants and Lieutenants:**

1. Employees shall be entitled to ninety-six (96) hours of holiday leave in accordance herewith.

2. Unless authorized by the Chief of Police, no employee shall be excused from work for any holiday.

3. In lieu of absence from work, employees shall receive, in addition to their annual salary, wages based upon eight (8) hours of straight time at the hourly rate of pay for each of these twelve (12) holidays worked. This sum is payable the first pay day in December of each year, or an employee can receive one-half of this sum on the first pay day in July and one-half on the first pay day in December. Each employee must notify the Township Treasurer's office when requested by administration each year which payment system they prefer.

4. In the event Township employees receive a holiday other than the twelve (12) declared holidays which are currently enjoyed by members of this bargaining unit, then the employees covered by this Agreement shall also receive the additional holiday(s).

#### **B. Captains:**

Captains shall receive holidays as per Personnel Policies 9-6.2, annexed hereto as Schedule C.

ARTICLE 21

**VACATIONS**

A. Employees shall be entitled to annual vacation leave with regular pay according to the following schedule:

<u>Years Employed</u>	<u>Vacation Leave (Hours)</u>
1 but less than 3 years	80
3 but less than 5 years	104
5 but less than 10 years	120
10 but less than 15 years	144
15 but less than 20 years	160
20 years	168
21 years	176
22 years	184
23 years	192
24 years	200

B. The vacation period shall be scheduled by the Chief of Police, who shall consider employee choice and seniority. Said period shall normally be scheduled in the year that it is earned. Employees may take single tour vacation segments with the approval of the Chief of Police, whose approval shall not be unreasonably withheld.

C. Employees who terminate employment shall be paid for their unused vacation time at the rate equivalent to their average weekly salary as provided herein.

D. Additional vacation leave will be granted to any employee whose vacation period falls on an official holiday, as enumerated herein.

E. After January 1, 1993, employees may automatically carry over accrued unused vacation days from 1992. An employee may

accrue up to two (2) years of unused vacation leave. When reaching the two (2) year threshold, no more vacation leave will accrue until some vacation is used.

F. At the time of separation from service, the employee shall be entitled to pay of any accrued unused days of vacation credited on the leave record.

ARTICLE 22  
OVERTIME AND WORK WEEK SCHEDULE

A. Sergeants

1. Patrol Sergeants shall perform police duties in accordance with a fourteen (14) consecutive day cycle, each work day consisting of twelve (12) consecutive duty hours. Each work cycle shall consist of two (2) work days, followed by two (2) regular days off, followed by three (3) work days, followed by two (2) regular days off, followed by two (2) work days, followed by three (3) regular days off.

2. Each employee shall be entitled to one hundred ten (110) hours (9.1 tours) per annum as compensation for the additional annual work hours. Such compensatory leave shall be utilized within each calendar year and not accumulate, absent exigent circumstances.

3. Employees, including those assigned to the Detective Bureau, shall receive and the Township shall pay remuneration at the rate of time and one-half for all required police duties performed beyond the regularly scheduled work day or work week. Required police duties include any activity assigned to or imposed upon any Sergeant by the Township, the Police Department, or law.

4. During each shift, employees shall be entitled to sufficient eating time.

5. Employees who work less than an average of forty (40) hours in any single work week shall not be eligible for

overtime pay unless excused in writing by the Township. Holidays and vacation days shall be considered time worked. Sick days shall not be considered time worked in determining eligibility for overtime pay.

6. The Township reserves the right to require employees to work reasonable overtime, and the Police Chief shall exercise reasonableness in assigning overtime duties equitably among the Superior Officers who are qualified to perform the required overtime work by utilizing a rotating seniority roster for purposes of distributing extra-duty and off-duty work.

7. Employees assigned detective duties shall receive \$1,200 as an allowance for on-call duty.

8. Employees who are called out for duty outside their regularly scheduled shift shall be guaranteed a minimum of four (4) hours pay at the rate of time and one-half. This will include call-out for court time as provided in Article 13.

a. Should the work week schedule be changed to include "accumulated leave," this accumulated leave can be taken off at the discretion of the Superior Officer at any time, including weekends and holidays, but the Chief of Police reserves the right to deny permission to use such an accumulated day in case of an emergency.

#### B. Captains and Lieutenants

1. In lieu of overtime, Captains and Lieutenants shall receive \$1,000.

2. Captains and Lieutenants may be entitled to emergency overtime compensation as recommended solely by the Chief of Police and approved by the Township Administrator.

ARTICLE 23

**LONGEVITY**

A. Longevity is defined as a stipend in addition to other remuneration provided herein payable to Superior Officers by the Township based upon the number of years employed.

B. Employees with the rank of Sergeant shall receive and the Township shall pay longevity remuneration in accordance with the following schedule:

<u>Years of Service</u>	<u>AMOUNT</u>
5	\$ 650
6	750
7	850
8	950
9	1050
10	1150
11	1250
12	1350
13	1450
14	1550
15	1650
16	1750
17	1850
18	1950
19	2050
20	2150
21	2250
22	2350
23	2450
24	2550
25 or more	2650

C. Said remuneration shall be paid in equal installments on regular pay days.

D. Employees with the rank of Lieutenant or Captain have the longevity factor built into their base salary. The amounts in paragraph B do not apply to them.

ARTICLE 24

**SALARIES**

A. Employees shall receive and the Township shall pay remuneration commencing and effective as of January 1, 1996 through December 31, 1998 in accordance with the following schedule:

<u>RANK</u>	<u>3.5%</u> <u>1996</u>	<u>3.75%</u> <u>1997</u>	<u>4.0%</u> <u>1998</u>
Sergeant	57,350.64	59,501.29	61,881.34
Lt. Kumpf	65,291.53	67,739.96	70,449.56
Lt. Armstrong	66,460.23	68,952.49	71,710.59
Lt. Sakos	65,868.37	68,338.43	71,071.97
Captain	72,364.79	75,078.47	78,081.61

B. Effective the first pay period, said remuneration shall be paid bi-weekly on Thursday for a total of twenty-six (26) pay periods per year.

C. Lieutenants and Captains have the option to enroll in a supplemental benefits plan on a participatory basis by deferring up to five (5%) percent of their income to be matched by the Township to supplement retirement income and provide additional disability and life insurance coverage.

D. When a Sergeant is promoted to Lieutenant, his salary will be determined as follows:

Sergeant salary + educational degree payments +  
longevity payment multiplied by ten (10%) percent.

E. The salaries above reflect the formula specified in Paragraph D.

ARTICLE 25

**EMBODIMENT OF AGREEMENT**

A. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of Superior Officers in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

B. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Any prior commitment or agreement between the Township and the Association or any individual employee covered by this Agreement is hereby superseded.

ARTICLE 26

**SEVERABILITY**

A. In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect.

B. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE 27

TERM

This Agreement shall be for a term of three (3) years commencing January 1, 1996 and all rights and duties created hereunder shall be effective as of that date unless otherwise specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date aforesaid.

POLICEMEN'S BENEVOLENT  
ASSOCIATION, PBA LOCAL 357  
(SUPERVISORS)

By:

TOWNSHIP OF BERNARDS

By:

By:

WITNESS:

Jeff Eddy 73092

WITNESS:

Janet M. Lynch

SCHEDULE A

TOWNSHIP OF BERNARDS  
POLICY ON CONFERENCE ATTENDANCE AND TRAVEL  
Revised November 8, 1990

(NOTE: Revisions to the 1988 Policy Noted in Underlining)

The Township will provide reimbursement for travel, lodging, meals and registration expense for employees and officials to attend approved conferences of professional associations and/or the New Jersey League of Municipalities. Other non-listed conferences and training seminars are encouraged where budget appropriation is adequate and prior authorization has been given by the Township Administrator. The following conditions will apply:

1. "Approved" means it has been presented to and authorized by the Administrator before registration or applications are submitted.
2. Registration fees for the conferences will be paid in full by an approved Township voucher.
3. Cost of hotel lodging will be paid in full by the Township at the designated "conference hotels" or equivalent lodging. This will include appropriate gratuities for service personnel of the hotel. Efforts will be made to utilize economy rated rooms where offered and available. Advantage will be taken of conference discounts and, where feasible, room sharing.
4. Meal expense will be reimbursed by the Township on a per diem basis, not to exceed \$40 per day. Unit allowances for meals will be \$25 for dinner, \$9 for lunch, and \$6 for breakfast. Meal functions that are part of the conference ticket (e.g. breakfast meeting, luncheon meeting, or banquet) will be paid in full and the unit amount deducted from that day's per diem meal expense. If less is spent on one meal, then more may be spent on another, but the day's maximum reimbursement will not exceed \$40. This does not imply that across-the-board \$40

per day will automatically be reimbursed for meals without documentation of reasonably attainable receipts or, if receipts are unavailable, notation of the actual cost of the meal. Where the day's meal expense does not exceed \$40, only the actual cost will be paid.

5. Transportation cost to and from the conference location will be paid by the Township. This will be common carrier transportation on economy class ticketing. Reasonable transportation from terminal or station to hotel will also be paid. Permission may be granted by the Administrator to use a personal vehicle for transport with reimbursement at the current mileage reimbursement rate or the cost of common carrier transportation, whichever is less. Tolls and parking fees will be reimbursed by the Township where automobile travel is authorized.
6. Reimbursement for expenses will be provided upon submittal of a signed voucher properly documented with reasonably attainable receipts summarized on and attached to a travel expense form and filed WITHIN 30 DAYS AFTER COMPLETION OF THE TRAVEL.
7. An advance of 75% of the estimated costs, including meal and miscellaneous expenses, may be provided upon written request submitted one week in advance of the Township Committee meeting previous to the departure date, so a resolution authorizing the advance can be adopted in accordance with law.

**SCHEDULE B**

**TOWNSHIP OF BERNARDS  
LONG TERM DISABILITY**

The Township shall provide a long term disability program through an insurance carrier to cover employees for other than job-related disabilities extending longer than six (6) months.

S C H E D U L E      C

PERSONNEL POLICIES

9-6

- i. Accurate and complete time and attendance records will be maintained by each department head. The person in charge of the office, unit or activity will certify as to the accuracy of the time report or record, and submit it to the township clerk on the Monday following the work week. Each employee must sign the time sheets to certify to hours worked (as per P.L. 93-259) except those employees who sign time cards as a normal procedure.
- j. In computing overtime compensation, the nearest one-half (1/2) hour shall be the smallest fraction of an hour to be reported per day.
- k. Any employee, unless on regular stand-by duty, shall receive a minimum of four (4) hours overtime pay for any call which requires him to return to duty for emergency, exceptional or unusual reasons.
- l. The township will authorize a nonparticipatory deferred compensation plan for all employees desiring. Employee participation in the plan will be voluntary, by authorized payroll deduction, and without any matching funds from the township. (Ord. #435, § 5; Ord. #523, § 1; Ord. #561, § 1, Ord. #815; Ord. #961; Ord. #967; Ord. #989; Ord. #1019)

**9-6 HOLIDAYS AND VACATION.**

**9-6.1 Classification of Employees.** For purposes of determining holiday and vacation benefits, employees are grouped into three (3) classifications.

- a. Full time employees thirty-five or forty (35 or 40) hours shall receive all regular benefits.
- b. Permanent part-time employees who are regularly scheduled to work twenty (20) hours a week or more, shall receive regular benefits on a prorated basis.

906.1

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c. Permanent part-time employees who are regularly scheduled to work less than twenty (20) hours a week, will receive holiday pay only for holidays falling on days they are normally scheduled to work. Temporary employees shall receive no employee benefits.  
(Ord. #435, § 6.1; Ord. #815)

#### 9-6.2 Holidays.

a. Full-time and permanent part-time employees shall be paid for the following holidays:

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Thanksgiving Day

Thanksgiving Friday

Christmas Day

Floating Holiday (granted after successfully completing the probationary period in the first year of employment)

b. Such schedule established each year at township committee's organization meeting (eleven (11) regular, one (1) floating holiday). A total of twelve (12) paid holidays. Date of floating holiday to be approved by department head.

c. If the holiday falls on a Saturday, the preceding Friday shall be regarded and observed as a holiday. If the holiday falls on a Sunday, the following Monday shall be regarded and observed as a holiday. This paragraph does not apply to the police department unless approved by the police chief.

d. All holidays must be used in the earned year and cannot be shifted or accumulated.  
(Ord. #435, § 6; Ord. #815)

**9-6.3 Vacations.**

a. The following is a schedule of vacations to be granted to all permanent employees, whether full-time or part-time. If part-time, vacation leave will be prorated according to the time worked.

Length of Continuous Service	Vacation Granted
<i>First Calendar Year of Employment</i>	
1 month but less than 10 months	1 day for each month of service
<i>In Subsequent Calendar Years</i>	
Less than 3 years	10 days
3 to 5 years	13 days
5 years but less than 10 years	15 days
10 years but less than 15 years	18 days
15 years but less than 20 years	20 days
20 years or more	1 day per year over the 20 year period (limit of 5 days)

b. Preference as to vacation dates are to be determined by seniority of service (mutual agreement within each department) and approved by department heads, where applicable.

c. Vacations shall be taken in full week segments unless otherwise approved by the department head, but in no case less than in full day segments.

d. If an employee wishes vacation pay in advance of vacation period, then vacation schedules for each employee are to be submitted to the finance office two (2) weeks before the vacation period.